

ECS File

A. G. Contract No. KR-88-1728-TRD  
ECS File: JPA-88-53  
Project: F-027-1-514  
Section: Bullduck Lane -  
North Town Limit

INTERGOVERNMENTAL AGREEMENT  
LANDSCAPE MAINTENANCE

BETWEEN  
THE STATE OF ARIZONA  
AND  
TOWN OF TAYLOR

THIS AGREEMENT is entered into August 4, 1988, pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF TAYLOR, acting by and through its Town Council, (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. It is to the mutual advantage of the State and the Town to landscape certain areas within the right of way on State Route 77 at the following location:

From centerline roadway station 827+00 to centerline roadway station 874+55, a net distance of approximately 0.90 miles.

0260r

NO.	<u>13327</u>
FILED WITH SECRETARY OF STATE	
Date Filed	<u>9-22-88</u>
	<u>Jim Sheen</u> Secretary of State
By	<u>Perdell</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The State will prepare plans for the landscaping project and submit them to the Town for approval.

2. After Town approval of the plans, the project will be constructed by the State, using State funds. Upon completion of the work, the Town shall reimburse the State 25 percent of the landscape contract costs.

3. The Town shall furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at Town expense.

4. After construction, the Town shall maintain the landscaping within the right of way.

5. The Town hereby agrees to maintain the landscaping in an attractive manner, as it was designed and approved by the State; and the Town will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the State's "Uniform Traffic Control Requirements."

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. This agreement shall remain in full force and effect for a period of one (1) year from the effective date. Thereafter, this agreement will be automatically renewed for successive periods of one year unless terminated by either party upon ninety days' written notice to the other party. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled by the Governor in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Roadside Development Services  
205 South 17 Avenue, Room 228E  
Phoenix, AZ 85007

Town of Taylor  
Public Works Director  
Post Office Box 23  
Taylor, AZ 85939

7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF TAYLOR, a  
municipal corporation

STATE OF ARIZONA

Department of Transportation

By *Donald J. Juchick*  
Title *Mayor*


By *Gary K. Robinson*  
GARY K. ROBINSON  
Chief Deputy State Engineer

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RESOLUTION

BE IT RESOLVED on this 7th day of July, 1988, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, enter into an agreement with the Town of Taylor for the Town to maintain landscaping on certain State highways.

THEREFORE, authorization is hereby given to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.



CHARLES L. MILLER, Director  
Arizona Department of  
Transportation

STATE OF ARIZONA           )  
                                  :   SS  
County of Navajo         )

I, Helen Capps, Town Clerk of  
the Town of Taylor, Arizona, do hereby certify that the  
following is a true and correct extract of the minutes of the  
Town Council meeting held August 3, 1988.

In Witness Whereof, I have hereunto set my hand and  
affixed the Official Seal of the Town of Taylor, Arizona. Done  
in       Taylor,           Arizona       this 4th           day  
of August, 1988.

Helen Capps

APPROVAL OF THE TOWN ATTORNEY

I hereby state that I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, STATE ENGINEER and the TOWN OF TAYLOR and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 4th day of August, 1988.

A handwritten signature in cursive script, appearing to read "S. Gibbons Frost", is written over a horizontal line.

S. Gibbons Frost

Town Attorney

Taylor Town Council  
Council Meeting August 3, 1988  
Meeting called to order at 7:30 P.M.  
Mayor Gerald Gullick presiding

Members present: Mayor Gerald Gullick  
Councilmembers present: Lennard McCleve, C.H. Packer, Ronald Solomon, Day  
Ellsworth  
Members absent: Vice Mayor Gary Palmer, Councilman Bob Hancock  
Employees present: Helen Capps, A.J. Freeman  
Attorney not present

Pledge of Allegiance  
Invocation by Councilman Lennard McCleve

Motion was made by Councilman C.H. Packer to adopt Resolution #193 adopting the budget for fiscal year 1988-89. Seconded by Councilman Lennard McCleve. Motion carried by unanimous vote.

Darrell Truitt and Howard Standage were present on the town's zoning, subdivision ordinance, and the need for a building code. The Council reviewed and discussed the need to up date the present zoning and subdivision ordinance and the need to have a building code and inforcement of the code. The engineers will bring back a proposal on these items to the next Council Meeting for the Council to go over.

A.J. reported the Council needs to approve an Intergovernmental Agreement between the Arizona Department of Transportation and Town of Taylor on landscaping maintenance. This is extending the landscaping on State Route 77.

Motion was made by Councilman Lennard McCleve to sign intergovernmental agreement with Arizona Department of Transportation on landscaping maintenance on State Route 77. Seconded by Councilman Day Ellsworth. Motion carried by unanimous vote.

A.J. reported Bill Hancock with Frontier State Bank had contacted him to see if the Town would be interested in buying the Ramsey property for a future park. Bill Hancock will come back with a firm price if the Town is interested. A.J. will check with Lee McCray on the condition of the well. There are approximately 15 acres. The bank will work out items to purchase the property.

It was brought to the attention of the Council action needs to be taken before the next Council Meeting on having cabinets put in the Emergency Service Building.

Motion was made by Councilman C.H. Packer to declare an emergency and to add to the agenda cabinets for the Emergency Service Building with possible action. Seconded by Councilman Day Ellsworth. Motion carried by unanimous vote.

Vice Mayor Gary Palmer reported he had contacted the contractors in the area. R & L Cabinets was the only contractor who was interested in building the cabinets for the E.M.S. building. He will put the needed cabinets in for \$2,575.

*This is a true & Certified  
Copy of 8/5/88 Minutes  
H. P. L. P. R.*



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR88-1728 TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 21<sup>st</sup> day of September, 1988.

ROBERT K. CORBIN  
Attorney General

A handwritten signature in dark ink, appearing to read "James T. Redgate", is written over a horizontal line.

Assistant Attorney General  
Transportation Division